

**GRIFFITHS, SHARPE & CLEMENT**

ELGIN 4-7459

**BARRISTERS AND SOLICITORS**

**S. F. SHARPE, Q.C.  
J. T. CLEMENT, B.A.**

**1001 VICTORIA AVENUE  
NIAGARA FALLS, CANADA**

July 26, 1966.

Mr. & Mrs. John Ferguson,  
32 Queen Street,  
Fort Erie, Ontario.

Dear Mr. and Mrs. Ferguson:

Re: Sale to Gendron

I am pleased to report that I have been able to satisfy Mr. Ziff, the lawyer for Mr. Gendron, concerning the title to your property and he has now registered the deed in favour of Mr. Gendron and Mr. Gendron is now the registered owner of the lands in question.

I enclose a copy of the Statement of Adjustments showing that you were to receive on closing the sum of \$12,615.53. You will recall that I previously delivered a copy of this document to you and I explained to you the various adjustments for taxes and insurance.

I previously delivered to you by hand a cheque for \$12,115.53 leaving a balance payable to you of \$500.00.

The deposit of \$675.00 was kept by Mr. Brent as his real estate agent's commission being 5% of the purchase price. I enclose a statement from Brent-Fickel Ltd. showing that their commission is paid in full and there is no balance of commission owing by you.

As I previously explained to you, there was some difficulty over the description of the westerly boundary of the lands which you were selling because there had been a mistake made in an earlier deed. For this reason it was necessary for me to prepare and provide Mr. Ziff with a Declaration concerning the boundary lines of your lands and you will recall that I attended at your home and had both of you sign this Declaration.

You will also recall that part of the agreement between yourself and Mr. Gendron was that you were to be able to remain in your apartment on the second floor of the property at 32 Queen Street, Fort Erie, Ontario, for a monthly rent of \$75.00, the first month's rent to be paid on November 1, 1966.

Mr. & Mrs. John Ferguson - #2

July 26, 1966.

In order to protect you I made sure that the said life lease of the apartment was recited right in the deed which you gave to Mr. Gendron and that deed is now registered on the title to the property. This means that anyone dealing with the property such as a mortgage company or a new purchaser has notice of your life lease and therefore no new purchaser could evict you from the property.

I am also of opinion that as long as either one of you lives you could rent the apartment to a tenant if you wished to do so and you would be able to keep any rent in excess of the \$75.00 per month which would have to be paid to Mr. Gendron.

I therefore suggest that your life lease has considerable value and if ever you were to move away from Fort Erie it might be to Mr. Gendron's advantage to try to purchase your lease from you. For this reason, if you were to move away from Fort Erie you might be well advised to negotiate with Mr. Gendron or with whomever owns the property at that time and it may be that he would buy your lease from you for several hundred dollars. You should not forget this possibility should you ever wish to move.

My work on your behalf is therefore complete and I enclose a statement of my account in the minimum amount prescribed by the Welland County Legal Tariff for sales of this size.

I have deducted my account in the amount of \$163.00 from the sum of \$500.00 which I was holding on your behalf and I enclose my cheque for the difference of \$337.00.

It has been a pleasure to be of service to you.

I am particularly grateful for the presents which you gave to myself and wife.

Yours very truly,

GRIFFITHS, SHARPE & CLEMENT

Per:



(D. J. WALLACE)

DJW:ajr.  
Enclosures.

Mr. & Mrs. John Ferguson,  
32 Queen Street,  
Fort Erie, Ontario.

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1001 VICTORIA AVENUE

TO ACCOUNT WITH

RE: SALE TO GENDRON

Our fee for all services, attendances and correspondence in connection with sale of property at 32 Queen Street, Fort Erie, Ontario, to Jean G. Gendron; including preparing deed from Ferguson to Gendron and attending on execution of same; correspondence with solicitor for purchaser concerning defect in title; preparing Declaration of Possession and attending upon you at Fort Erie to have same sworn; revising deed to satisfy solicitor for purchaser; attending at Welland to register Declaration of Possession; attending upon solicitor for purchaser at Fort Erie delivering deed to him and receiving purchase price; attending upon you delivering purchase price; letter to you reporting;

OUR FEE IN ALL: \$ 160.00

DISBURSEMENTS:

Paid to Register Declaration of Possession . . . . . 3.00

Total Fees and Disbursements --- \$ 163.00

THIS IS OUR ACCOUNT,  
GRIFFITHS, SHARPE & CLEMENT

Per: *D. J. Wallace*

E. & O. E.  
DJW:ajr.

(D. J. WALLACE)

RECEIVED  
PAYMENT  
WITH THANKS  
Date *July 26th 19 66*  
GRIFFITHS, SHARPE & CLEMENT  
Per *DJW/ajr*

STATEMENT OF ADJUSTMENTS

(Adjusted as of July 1st, 1966)

Re: Ferguson Sale to Gendron  
32 Queen Street  
Fort Erie, Ontario

PURCHASE PRICE		13,500.00
DEPOSIT	675.00	
Municipal Taxes for 1966 - \$405.69 Unpaid.		
Vendors to pay 6 month's taxes		
Credit Purchasers	202.85	
Plus Penalties for late payment	9.47	
INSURANCE: Continental Fire Insurance		
Policy No. 135877 - Agent is Brent-Fickel		
Ltd., Fort Erie - coverage \$12,000.00 to		
August 15th, 1966 - Premium for one year -		
\$22.80.		
Credit Vendor with 1-1/2 month's premium		2.85
Water Rates Paid to End of June, 1966,		
No adjustments		
Rentals - No adjustment - Vacant Possession		
to be given on closing.		
BALANCE PAYABLE ON CLOSING	<u>12,615.53</u>	<u>                    </u>
	\$13,502.85	\$13,502.85